

Electronically Received 05/29/2025 03:33 PM

FILED
Superior Court of California
County of Los Angeles

06/05/2025

David W. Staylor, Executive Officer / Clerk of Court

By: J. Jones Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ROBERTO ARMENTA, an aggrieved
employee, on behalf of himself and other
current and former employees,

Plaintiffs,

vs.

FM RESTAURANTS HQ, LLC, an entity
unknown; FM RESTAURANTS HOLDCO,
LLC dba Xperience Restaurant Group, an entity
unknown; FM RESTAURANTS CHEVY'S
OPCO, LLC, an entity unknown; FM
RESTAURANTS SIGNATURE OPCO, LLC,
an entity unknown; FM RESTAURANTS
ACAPULCO OPCO, LLC, an entity unknown;
FM RESTAURANTS LAS BRISAS OPCO,
LLC, an entity unknown; and RESTAURANTS
EL TORITO OPCO, LLC, an entity unknown;
and DOES 1 through 50, inclusive,

Defendants.

AND CONSOLIDATED ACTION.

Lead Case No. 23STCV25827
Consolidated with Case No. 25STCV00629

ASSIGNED FOR ALL PURPOSES TO:
HON. GAIL KILLEFER; DEPT. 37

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

Action Filed On: October 20, 2023
Trial Date: Unassigned

[PROPOSED] ORDER AND JUDGMENT

These consolidated matters came on for hearing on May 29, 2025, at 8:30 a.m. in Department 37 of the above-captioned Court on Plaintiffs Luis Gutierrez's and Roberto Armenta's ("Plaintiffs") unopposed motion for approval of a PAGA Settlement Agreement (the "Settlement" or "Settlement Agreement"), pursuant to the California Labor Code Private Attorneys General Act ("PAGA").

Having received and considered the Settlement Agreement, the supporting papers filed by Plaintiffs, and the evidence and argument received by the Court, the Court grants approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. Except as otherwise defined in this Order and Judgment ("Order"), all capitalized terms have the same meaning as defined in the Settlement Agreement that is attached as Exhibit 1 to the Yoon declaration in support of the motion for approval of the Settlement.

2. Pursuant to PAGA, California Labor Code § 2699(1)(2), (1)(4), the Labor Workforce and Development Agency ("LWDA") has been provided notice of the Settlement. In particular, on the date Plaintiffs filed the motion seeking approval of the Settlement with the Court, Plaintiffs submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement. Plaintiffs' notice of the Settlement complied with the requirements of PAGA.

3. The Court approves the release of claims Plaintiffs bring under PAGA in conformity with the Settlement Agreement. The Court finds that each Aggrieved Employee, in accordance with the Settlement, releases all Released Claims against the Released Parties. The Released Parties are Defendant and each of its subsidiaries, affiliates (including, but not limited to: FM Restaurants Holdco, LLC; FM Restaurants Signature Opco, LLC; FM Restaurants Acapulco Opco, LLC; FM Restaurants Chevys Opco, LLC; FM Restaurants El Torito Opco, LLC; FM Restaurants Las Brisas Opco, LLC; and Z Capital Group, LLC), parent companies, shareholders, members, owners, officers, employees, attorneys, representatives, agents, insurers, predecessors, successors, and assigns, and any individual or entity which could be jointly liable with Defendant.

4. The Court confirms approval of the Settlement as to the LWDA and the Aggrieved Employees.

5. The Court has jurisdiction over the subject matter of this litigation, over all

1 Aggrieved Employees, and over those persons undertaking affirmative obligations under the
2 Settlement.

3 6. The Settlement is approved under Labor Code § 2699(1)(2).

4 7. The PAGA Settlement Notice to Aggrieved Employees, attached as Exhibit A to the
5 motion for approval of the Settlement, fairly and adequately describes the consolidated Actions, the
6 approved settlement, and is the best notice practicable under the circumstances.

7 8. The Court finds that each Aggrieved Employee, in accordance with the Settlement,
8 releases all Released Claims against the Released Parties.

9 9. The Gross Settlement Amount, Net Settlement Amount, and the methodology used
10 to calculate the PAGA Aggrieved Employee Payment (which is comprised of the Individual PAGA
11 Payments) and the LWDA Payment, in accordance with the Settlement, is approved under Labor
12 Code § 2699(1)(2).

13 10. The Court approves CPT Group, Inc. to act as the Settlement Administrator. The
14 Court awards the Settlement Administrator in these consolidated Actions its actual fees and costs in
15 accordance with the terms of the Settlement Agreement, not to exceed \$28,000.00.

16 11. The Court approves Yoon Law, APC and Mooradian Law, APC as PAGA Counsel

17 12. The Court awards PAGA Counsel attorneys' fees in the amount of \$113,850
18 (\$79,695.00 to Yoon Law, APC and \$34,155.00 to Mooradian Law, APC) and actual litigation costs
19 of \$16,511.22 (\$11,244.18 to Yoon Law, APC and \$5,267.04 to Mooradian Law, APC), both of
20 which the Court finds to be fair and reasonable. The Court authorizes the Settlement Administrator
21 to make these payments, in accordance with the terms of the Settlement Agreement.

22 13. The Court authorizes the Settlement Administrator to calculate and pay the Net
23 Settlement Amount, inclusive of the LWDA Payment and PAGA Aggrieved Employee Payment
24 (which is comprised of the Individual PAGA Payments), in accordance with the terms of the
25 Settlement.

26 14. The Court finds that the LWDA Payment is fair and reasonable. The Court
27 authorizes the Settlement Administrator to pay the LWDA Payment, in accordance with the terms
28 of the Settlement Agreement.

1 15. The Court finds the Enhancement Awards to Plaintiffs in the total sum of \$10,000.00
2 (\$5,000.00 to each Representative Plaintiff) to be fair and reasonable. The Court authorizes the
3 Settlement Administrator to pay the Representative Plaintiffs' Enhancement Awards, in accordance
4 with the terms of the Settlement Agreement.

5 16. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid
6 for 180 days after issuance. Funds remaining from any checks for Individual PAGA Payments
7 uncashed after 180 days will be transmitted to the State Controller's Unclaimed Property Fund in
8 the names of the Aggrieved Employees who did not cash their settlement checks.

9 17. Upon completion of the Settlement, the Settlement Administrator will provide
10 written certification of the completion to the Court and counsel for the Parties which shall be filed
11 with the Court on or before June 5, 2025.

12 18. Without affecting the finality of this order and entry of judgment, the Court retains
13 exclusive and continuing jurisdiction over these consolidated Actions for purposes of supervising,
14 administering, implementing, and enforcement of this Order and the Settlement.

15 19. Nothing in this Order or the Settlement shall be construed as an admission or
16 concession by any party. The Settlement and this resulting Order and entry of judgment simply
17 represent a compromise of disputed allegations.

18 20. The Court enters final judgment in accordance with the terms of the Settlement
19 Agreement and this Order.

20 Plaintiffs are directed to submit a copy of this Order and entry of judgment to the LWDA
21 within 10 days of the date of this Order and entry of judgment.

22 **IT IS SO ORDERED:**

23 Dated: 06/05/2025

24 
25 HON. GAIL KILLEFER
26 Los Angeles County Superior Court

PROOF OF SERVICE

1 **STATE OF CALIFORNIA**

2 **COUNTY OF LOS ANGELES**

)
) **ss.**
)

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not
4 a party to the within action; my business address is 751 N. Fair Oaks Avenue, Pasadena, California 91103.

5 On May 29, 2025, I served the following documents described as:

6 **[PROPOSED] ORDER GRANTING STIPULATION TO CONTINUE DEADLINE TO REOPEN**
7 **ACTION**

8 on all interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as
9 shown on the attached mailing list.

9 ☐ **(BY FACSIMILE)**

10 I am readily familiar with the business practices of this office. The telephone number of the facsimile
11 machine I used was (213) 489-9961. This facsimile machine complies with Rules 2003(3) of the
12 California Rules of Court. Upon transmission, no error was reported by the facsimile machine and a
13 printed copy of the machine's transmission record indicating that the transmission was successfully
14 completed is attached to this declaration.

12 ☐ **(BY PERSONAL SERVICE)**

13 By having copies personally delivered to the designated party(ies).

14 ☒ **(BY E-MAIL)**

15 The documents were sent as an attachment to an email, with two types of delivery confirmation:
16 Delivery Receipt and Read Receipt. Upon sending, no error was reported and I received a Delivery
17 Receipt, confirming that the message and documents reached the above email address.

16 ☐ **(BY MAIL)**

17 I am familiar with my employer's mail collection and processing practices; know that mail is collected
18 and deposited with the United States Postal Services on the same day it is deposited in the interoffice
19 mail; and know that postage thereon is fully prepaid.

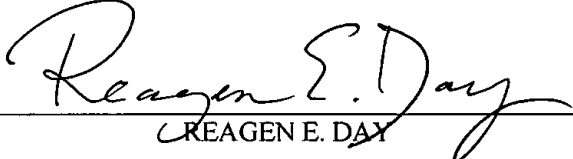
19 ☐ **(BY FEDERAL EXPRESS COURIER AND COURTESY EMAIL)**

20 I am "readily familiar" with the firm's practice of collection and processing correspondence for
21 Federal Express delivery. Under that practice it would be deposited with the Federal Express Courier
22 on that same day at Los Angeles, California in the ordinary course of business.

21 ☒ **(State)** I declare under penalty of perjury that the above is true and correct.

22 ☐ **(Federal)** I declare that I am employed in the office of a member the Bar of this Court at whose
23 direction the service was made.

24 Executed on May 29, 2025, at Pasadena, California.

25 
26 REAGEN E. DAY
27
28

1 ***Roberto Armenta v. FM Restaurants HQ, LLC et al.***
2 **Superior Court of California, County of Los Angeles, Case No.: 23STCV25827**

3 **SERVICE LIST**

4 **Attorneys for Defendant**

5 **FM Restaurants HQ, LLC**

6 Kenneth J. Zielinski

7 <KZielinski@rutan.com>

8 Jones Trevethan

9 <jtrevethan@rutan.com>

10 Vicky Huang

11 <vhuang@rutan.com>

12 RUTAN & TUCKER, LLP

13 18575 Jamboree Road, 9th Floor

14 Irvine, CA 92612

15 Tel: (714) 641-5100